



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

expense, where the policy expressly provides that the insured shall submit to examination under oath, and that the company shall not be held to have waived any forfeiture under the policy by an examination so provided for.

COVENANT RUNNING WITH THE LAND.—Provisions in a deed, that the house shall set back a certain distance from the street, and not extend beyond a specified depth, so as to correspond to grantor's adjoining house, and that the elevation, material, and plan shall also correspond with such house, so as to form one building, are held, in *Welch v. Austin* (Mass.), 68 L. R. A. 189, not to be personal to the parties, but to apply in favor of their successors in title so long as the house first built on the granted premises stands.

DAMAGES—PROXIMATE CAUSE.—Although a tuberculous condition of the knee of a person whose leg was injured by another's negligence develops because tuberculosis was organic in the injured person, or because of mistakes in treatment, it is held, in *Chicago City R. Co. v. Saxby* (Ill.), 68 L. R. A. 164, that it cannot be said that it was not the consequence which might not naturally follow as a result of the injury, and that therefore the negligent person may be held liable therefor.

IMPUTABLE NEGLIGENCE.—The negligence of the driver of a fire engine in colliding with a street car is held, in *McKernan v. Detroit Citizens Street R. Co.* (Mich.), 68 L. R. A. 347, not to be imputable to a fireman engaged in his duties upon the engine, so as to defeat a recovery for injuries caused by the negligence of the car company.

BANKRUPT—ICE HARVESTING CORPORATION — "TRADING" OR "MERCANTILE" PURSUITS.—Where the proof shows that a company incorporated "to buy, gather, store and preserve ice, to prepare it for sale, transport it . . . and to sell the same," etc., never bought any ice except two or three times in twelve years, and then only for the purpose of supplying customers because of the failure of its own supply, gathered either from its own or leased property, it cannot be held to have been engaged principally in "trading" or "mercantile pursuits," within the meaning of the Bankrupt Act, 1898, and therefore not subject to adjudication as a bankrupt. *Matter of New York & New Jersey Ice Lines*, an alleged bankrupt, U. S. District Court, Southern District of New York, May, 1905, 14 Am. B. R., p. 61.

EXEMPTIONS—LIFE INSURANCE—STATE LAW—SECTION 70A CONSTRUED.—Under a statute exempting from all liability for any debt the proceeds or avails of "all life insurance," the proceeds of a semi-tontine or paid-up policy are exempt.